



# Philippine Amusement & Gaming Corporation

A Sure Bet for Progress in Gaming, Entertainment and Nation Building

## PURCHASE ORDER

Page # 1

Supplier : B-ANG ANG DESIGN STUDIOS, INCORPORATED  
Address : GLORETA BLDG. TINDALO AVE., VILLAMONTE BACOLOD CITY  
TIN : 432-741-101-000  
VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 58115

SEQ.# 1  
PO Date : 21 MAR 2019  
ITB Number : SV19-03-004BAC  
Buyer Code : GMD

Gentlemen :

Please furnish this Office the following articles subject to the terms and conditions contained herein;

Place of Delivery : CF-BACOLOD

Payment Term : 30 DAYS

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMD#77217	STOCK REPLENISHMENT - PRD				
1 101023027	SUGAR, BROWN	500.00	KILD	48.20	24,100.00
2 101023050	COFFEE, INSTANT COFFEE, REFILL, 250 GRAMS 200 GRAMS/PACK	720.00	PACK	169.00	121,680.00
3 101023101	TEA, NESTEA ICE TEA POWDER, 360 GRAMS/PACK	219.00	PACK	205.00	44,895.00
4 101023424	COFFEE CREAMER, REFILL POWDER, 450 GRAMS/PACK	700.00	PACK	97.60	68,320.00
5 101023611	JUICE DRINK, POWDER, 350 GRAMS	82.00	PACK	338.80	27,781.60
6 101023990	TEA, GREEN TEA 50TEABAG/BOX	12.00	BOX	379.30	4,551.60
7 112002021	CHOCOLATE DRINK, 1 KG	442.00	PACK	322.10	142,368.20
8 112002063	TEA, BRISK TEA (50'S) 50 TEABAGS/BOX	24.00	BOX	162.90	3,909.60

--- NOTHING FOLLOWS ---

Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT

Remarks :

SUB-TOTAL :	437,606.00
TOTAL :	437,606.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	437,606.00

Total Amount in Words: FOUR HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED SIX PESOS ONLY



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### TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be in accordance with the date specified in the Notice to Proceed.
- > 1/10 of 1% of the amount of the goods not delivered on the stipulated date will be deducted from the total amount involved for each day of delayed delivery.
- > Items delivered are subject to inspection and acceptance by Property Management Unit.
- > Please attach original copy of Sales Invoice, Delivery Receipt, Warranty Certificate and Purchase Order upon delivery.

Signature Over Printed Name of Supplier

Recommended by:

SILVANO L. UV  
SBAM-PP66

: Funds Available

:

:

: Budget Authorization No.

*Risoberto A. Siy-Hian*  
RISOBERTO A. SIY-HIAN SR.ACCNT  
AVP/SA Acctg Dept/Section:

18-02-019 Amount 437,606.00

Approved By:

*Jose Marciano C. Bautista*  
JOSE MARCIANO C. BAUTISTA  
BRANCH MANAGER

3/21

**Purchase Order No. 58115**  
**Annex A – Terms and Conditions**

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1. The total price stated in the Purchase Order (PO) already includes all applicable taxes, fees and charges required by the government. **ANG DESIGN STUDIOS INC.** holds PAGCOR free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever.

2. **ANG DESIGN STUDIOS INC.** shall complete the **Supply and Delivery of Food Supplies for CF-Bacolod Employees** of the goods within the time prescribed in the PO. Should **ANG DESIGN STUDIOS INC.** incur delay in its performance, it shall pay liquidated damages in the amount of at least one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item for each day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, PAGCOR shall have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.

In case **ANG DESIGN STUDIOS INC.** still fails to deliver the item starting Thirty (30) Calendar Days from the supposed date of delivery, in addition to the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that **ANG DESIGN STUDIOS INC.** fails to comply with its undertakings under this PO, PAGCOR shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.
4. In the event that the facts and circumstances arise or are discovered which renders this PO disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of PAGCOR terminate the same.
5. No terms or conditions of this PO shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected.

  
Signature over printed Name of Supplier

6. The rights or obligations under this PO are of a personal nature and compliance

parties. No waiver of any of the provisions of this PO shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding UNLESS in writing and signed by the party making the waiver.

9. The relationship between the parties shall be limited to the performance of the terms and conditions of this PO. Nothing herein shall be construed to create a general partnership/agency/employer-employee or any other relationship between the parties, or to authorize any party to bind the other except as set forth in herein, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.

10. The parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any and all actions or suits between the parties relative to this PO, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this PO in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this PO in its entirety or in part.


11. **ANG DESIGN STUDIOS INC.** hereby further warrants and represents that:

a. The goods and specifications shall be described as follows:

<b>DESCRIPTION</b>	
<b>Supply and Delivery of Food Supplies for CF-Bacolod Employees</b>	
1.) 500 Kilos	Brown Sugar 1Kilo / Pack
2.) 720 Pack	Coffee, Instant Coffee Refill 200 Grams / Pack, Nescafe
3.) 219 Pack	Tea, Nestea Ice Tea 360 Grams / Pack,
4.) 700 Pack	Creamer, Coffee Creamer Refill 450 Grams / Pack Coffee mate
5.) 82 Pack	Juice Drink, Powder 350 Grams / Pack Tang

Printed Name of Supplier  
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- c. It will fully defend, protect, indemnify, and hold PAGCOR harmless from any and all adverse claims that may be made by any party for the possession and/or the use of the goods.
  - d. The defective items shall be replaced within seven (7) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **ANG DESIGN STUDIOS INC.** liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item for each day of delay.
  - e. PAGCOR accepts no liability for the damage of the goods during transit, risk and title will be deemed to have passed to PAGCOR only upon receipt and final acceptance of the Goods.
  - f. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
12. Schedule of payment: PAGCOR shall pay in the total amount Four Hundred Thirty Seven Thousand Six Hundred Six Pesos Onlu (PhP 437,606.00) VAT Exclusive, Zero Rated Transaction upon completion of the **Supply and Delivery of Food Supplies for CF-Bacolod Employees** the items and upon PAGCOR's issuance of final Inspection and Acceptance Report.
13. This Annex A, consisting of three (3) pages, shall form part of 58115.

  
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**Signature over printed Name of Supplier/Date**